



January 26, 2006

TO: Transportation Authority of Marin Commissioners

From: Dianne Steinhauser, Executive Director

RE: Professional Services Agreement with Alta Planning and Design for Updates to Bicycle Master Plans – Agenda Item 5c

Dear Commissioners:

### **Executive Summary**

As the Congestion Management Agency, TAM is the agency responsible for implementing the County Bicycle Master Plan update process. The FY 05/06 Transportation Development Account (TDA) Article 3 funds will be used to update the County and the city/town bicycle master plans. Through a Request for Proposal and consultant interview process, Alta Planning and Design was selected by an interview panel as most qualified and is recommended to prepare the Bicycle Master Plan updates.

Staff recommends that TAM authorize the Chair to execute the Professional Services Agreement with Alta Planning and Design to provide updates to the Bicycle Master Plans for the amount not-to-exceed \$115,000.

In July 2005, TAM released a Request for Proposals (RFP) from qualified consultants to prepare Bicycle Master Plan updates for Marin County's cities and the county as well. Three proposals were received. The proposals were reviewed by a selection panel comprised of staff members from Marin County and the cities of San Rafael and Mill Valley. The panel evaluated the written proposals and held interviews during August - September 2005. Based on overall qualifications, history with the Bicycle Master Plan preparation and the interview process, the review panel recommended that the Alta Planning and Design prepare the Bicycle Master Plan updates for Marin County.

As the Congestion Management Agency, TAM is the agency responsible for implementing the County Bicycle Master Plan update process. The FY 05/06 Transportation Development Account (TDA) Article 3 funds will be used to update the bicycle master plans to meet Bicycle Transportation Account (BTA) requirements. These funds were approved by the Board of Supervisors in December 2005.

### **Scope of Services**

The schedule of plan updates will begin with the 2001 Countywide Bicycle Master Plan, because of its broad outreach. The consultant will update the remaining plans in order of their expiration and insure consistency from plan to plan. The consultant will initiate the project with an evaluation of the existing Bicycle Master plans. The consultant will prepare an inventory of existing and proposed bikeways and prepare a database of the facilities and activity areas. The consultant will also identify and evaluate potential bikeways and coordinate with the Safe Routes to School program. The consultant will facilitate public workshops and meetings and conduct presentations. The consultant will work with each local agency to ensure that their plan or plan update meets BTA requirements. A detailed scope of work is included in the services agreement.

### **Budget**

Funding for the Bicycle Plan updates is provided by a TDA Article 3 funding allocation. MTC is scheduled to approve the funding allocation effective January 25, 2006. A copy of the authorization is attached. The service agreement provides funding for the Alta Planning and Design consulting team which includes Parisi Associates as a subconsultant.

As this action occurred after the adoption of TAM's FY 2005-06 annual budget, the budget requires an amendment to reflect the additional TDA Article 3 revenues and Bike Plan update expenditures. This will be a revenue neutral budget adjustment. A mid-year budget adjustment for this and other budgetary elements will be presented to the Board in February/March 2006.

### **Schedule**

The term of the services agreement is through June 30, 2008. The update to the County Bicycle Master Plan update is expected to begin in January 2006 and be completed in January 2007. The city and town plan updates will be completed during the 30 month services agreement duration, beginning with the Novato plan update (adopted in 1996) and finishing with the Larkspur plan (adopted in 2003). The plan updates are expected to take between 8 and 16 months.

### **Recommendation:**

Staff recommends:

1. That TAM authorize the Chair to execute the Professional Services Contract with Alta Planning and Design to provide updates to the Bicycle Master Plans for the amount not-to-exceed \$115,000.

Attachments:

Professional Services Agreement with Alta Planning and Design (C-FY05-06-03).

**TRANSPORTATION AUTHORITY OF MARIN  
STANDARD SHORT FORM CONTRACT**

**THIS AGREEMENT** is made and entered into this day December 16, 2005 by and between the TRANSPORTATION AUTHORITY OF MARIN, hereinafter referred to as "TAM" and **ALTA PLANNING AND DESIGN**, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, TAM desires to retain a person or firm to provide the following services: Updating the bicycle Master Plans in Marin County; and

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by TAM, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

TAM agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

**3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide TAM with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

**4. MAXIMUM COST TO TAM:**

In no event will the cost to TAM for the services to be provided herein exceed the maximum sum of **\$115,000** including direct non-salary expenses.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **December 16, 2005**, and shall terminate on **June 30, 2008**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to TAM. The general liability policy shall be endorsed naming the Transportation Authority of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the TAM prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to TAM of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the TAM, its employees, officers, and agents, harmless and defend TAM against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. TAM agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, TAM may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

## 6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). TAM shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

## 6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

## 6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to TAM prior to commencement of work.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

## 6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed \$2,500 unless approved by the TAM.

6.4.a Professional Liability Insurance.....☐ (check box if required)

*\*Deductibles greater than \$2,500 require Insurance Reduction/Waiver form (Exhibit "C") to be completed.*

6.4.b Maritime Insurance.....☐ (check box if required)

## 7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

## 8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the TAM except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the TAM evidence of same.

## 9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the TAM.

## 10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit TAM to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at TAM's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from TAM. Contractor shall refund any monies erroneously charged.

**12. TITLE:**

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the TAM. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to TAM without exception or reservation.

**13. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the TAM may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

**14. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the TAM. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

**15. AMENDMENT:**

This Contract may be amended or modified only by written agreement of all parties.

**16. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing.

**17. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**18. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold TAM, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

**19. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from TAM's contact person referenced in paragraph

20. NOTICES below.

**20. NOTICES:**

This Contract shall be managed and administered on TAM's behalf by the Department Contract Manager named below.  
All invoices shall be submitted and approved by this Department and all notices shall be given to TAM at the following location:

Contract Manager: Dianne Steinhauser  
Executive Director

Dept./Location: Transportation Authority of Marin

Telephone No.: (415) 507-2714

Notices shall be given to Contractor at the following address:

Contractor: Michael Jones, Principal  
Alta Planning and Design

Address: 707 C Street

San Rafael, CA 94901

Telephone No.: (415) 482-8660

**21. ACKNOWLEDGEMENT OF EXHIBITS**

**CONTRACTOR'S INITIALS**

**EXHIBIT A.**

☐ **Scope of Services**

**EXHIBIT B.**

☐ **Fees and Payment**

**EXHIBIT C.**

☐ **Insurance Reduction/Waiver**

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**APPROVED BY  
TRANSPORTATION AUTHORITY OF MARIN:**

By: \_\_\_\_\_  
CHAIR, STEVE KINSEY

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

**TAM COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)**

**REASON(S) REVIEW:**

- ☐ Contract Requires Board of Supervisors' Approval
- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by TAM Counsel at Department's Request

**TAM Counsel:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Services**

Alta Planning and Design (Contractor) will provide consultant services to the Transportation Authority of Marin (TAM) to prepare and/or update Bicycle Master Plans (or Bicycle/Pedestrian Master Plans for certain entities) for the participating communities identified below. Current bike plan dates are noted:

<u>Community</u>	<u>Previous Plan Adoption Date</u>
Marin County*	2001
Corte Madera	2001
Fairfax*	2001
Larkspur*	2003
Mill Valley*	2003
Novato	1996
Ross	No Plan
San Anselmo	2001
San Rafael*	2002
Sausalito	1999
Tiburon*	2001

\*entities with current Bicycle/Pedestrian Master Plans

At this time, Belvedere is not participating in the plan update.

The Bicycle Master Plan update project services will include the following tasks:

#### **Task 1: Strategy**

A series of Strategy Meetings (up to 12 meetings) will be held with the County and City/Town representatives and stakeholder groups identified by the local agency to determine how individual plans currently serve the respective areas and to establish the process for their update or, where applicable, the development of a new Plan. A Summary Table of the results will be developed and circulated and posted on the Contractor project web site so that the outcome of these meetings is clearly understood. Contractor will facilitate all meetings, and prepare invitations, press releases, agendas, presentation materials, and other items, as needed.

In addition, an organization and scoping meeting will be held with TAM staff to:

- a. Review objectives of the Plan
- b. Review scope of services
- c. Collect available data and published materials
- d. Establish meeting and presentation schedule
- e. Establish communication channels with other departments
- f. Review and list State and Federal required elements and standards
- g. Review and list all applicable design and planning standards
- h. Coordinate with local governments and agencies

	<p><b><u>Products</u></b></p> <ul style="list-style-type: none"> <li>▪ Summary Table of strategy meetings</li> <li>▪ Meeting materials</li> <li>▪ Project schedule</li> <li>▪ Data collection memo</li> </ul>
--	---

## **Task 2: Evaluate Existing Bicycle Master Plans**

Contractor will evaluate existing Bicycle Master Plans to document current and on-going programs and/or projects.

### *2.1 – Accuracy of Mapping*

Contractor will compare the latest bikeway mapping with each agency to ensure that it reflects completed projects and changes to existing and proposed projects. This will be done in GIS-based mapping.

### *2.2 – Databases*

Contractor will compare the updated list of existing and proposed bikeways with the tables in the Marin County and local bike plans to ensure accuracy, updating them as needed. Contractor will create a master countywide database of all existing and proposed bikeways, linked to a GIS map. This will facilitate tracking and managing the project for TAM and local agencies.

### *2.3 – Performance Standards*

Contractor will use a variety of performance standards to evaluate existing and proposed bikeways, including collision rates, usage volumes, level of service, bicycle compatibility index (BCI – a level of service methodology developed by the FHWA to



assess bicycle riding conditions along the street) and others. Contractor will use appropriate standards for each jurisdiction as needed and directed to help make decisions on routing and to evaluate ongoing bikeway programs.

#### *2.4 – Bike Route Continuity*

Contractor will work with each agency and local advocates and committees to evaluate current and proposed bikeways, and identify how existing gaps can be overcome. Marin's topography along with US 101 has resulted in numerous gaps between existing bikeways and various neighborhoods. Contractor will develop alternatives as needed to examine which option is best suited for local conditions.

The existing bicycle network in Marin County will be reviewed for continuity, convenience, and access. System continuity is defined as providing the user the opportunity to travel in a reasonably direct line from a point of origin (a residential neighborhood typically) to a point of destination. The existing system will be reviewed to determine existing gaps, barriers, and bottlenecks that prevent facility users from traveling to destinations within a neighborhood, throughout the County and to connecting points within the regional bikeway system. Remedial actions required to eliminate gaps and barriers will be identified.

#### *2.5 – Recommendations on Signage and Mapping*

Contractor will review current signage and mapping proposals to determine if modifications are needed. Contractor will also review existing and proposed local signing efforts to ensure consistency and compatibility.

#### *2.6 - Review Relevant Legislation and Policies*

Contractor shall be cognizant of all relevant legislation (local, regional, state and federal) that might affect implementation of the local plans, and will summarize these for review by County and City/Town representatives.

	<p><b><u>Products</u></b></p> <ul style="list-style-type: none"><li>▪ Summary Table of Plan Status</li><li>▪ Summary of proposed changes to existing and proposed bikeways</li><li>▪ Revised mapping and databases</li><li>▪ Countywide bikeway database</li><li>▪ Recommendations on signage and mapping</li><li>▪ Summary of legislation</li></ul>
--	--

### **Task 3: Inventory and Mapping of Facilities**

Contractor will conduct an inventory and field review of existing and proposed bikeways within the County and participating towns and cities, as required by Caltrans Bicycle Transportation Account (BTA) guidelines. This will include a review of each agency's plans, and regional documents such as the MTC Regional Bicycle Plan and the San Francisco Bay Trail Implementation Plan.

Contractor staff will meet with each agency to go over plans and proposals, and ensure that all maps, descriptions, and tables are accurate.

Materials to be reviewed with each agency include:

- a. Inventory of the existing local and regional bikeway system
- b. Previous bicycle, recreation, pedestrian, and transportation reports
- c. General Plan Elements
- d. Public Roads Standards
- e. Capital Improvement Program
- d. Zoning ordinance (including standards and requirements for new developments to provide bicycle parking)
- e. Bicycle, transportation, trail, and recreation planning and design standards
- f. Base maps/aerial photographs
- g. Land use and population density information
- h. Employment, visitor, and shopper information
- i. Traffic volumes (ADT or peak hour) on major arterials
- j. Curb-to-curb street widths

In addition, Contractor will incorporate existing and planned bicycle facility improvements in adjoining communities to ensure good connectivity.

#### ***3.1 – Database on Existing Bicycle Facilities and Activity Areas***

Data on existing facilities will be identified through available data and field research. The inventory will be catalogued both graphically on a study area map and in a computerized checklist spreadsheet (Excel), and contain the following information for each local bikeway system and connecting segments in adjacent communities:

- a. Location and Description of existing bicycle support facilities
- b. Facility description (length, width, condition, etc.)
- c. Classification (I or II or III)
- d. Geometrics (at key locations)
- e. Number of arterial intersections

- f. Support facilities such as bicycle racks and lockers at major destinations
- g. Substandard sections, gaps, and bottlenecks based on observations and/or community input
- h. Alternative transportation modes connection points
- i. Bike Route and/or Bike Lane Signs (general presence)
- j. Pavement Markings (general presence)
- k. Traffic Signals and Signal Detectors (general presence)
- l. Number and type of vehicle lanes (at key locations)
- m. Presence of railroad tracks, grates, and other visual or physical impediments (at key locations)
- n. Level of bicycling activity
- o. Presence of schools, parks, and other generators

In addition Contractor will identify areas that may need restriping and include this on the checklist spreadsheet to be given to each local agency at the conclusion of the project.

### *3.2 - Identify and Evaluate Potential Bikeways*

Existing conditions of candidate and alternative routes will be inventoried and reviewed as needed to help select appropriate routes. Contractor will use a manual and/or GIS-based evaluation system (StreetPlan) that has proven effective in the bikeway planning process and can be easily accomplished in the field. The rating system breaks down all potential on-street routes down into the following categories:

- Type 1: Existing bike lanes that are up to Caltrans standards
- Type 2: Bike lanes that might be installed with minor re-striping where there is adequate width and little or no onstreet parking;
- Type 3: Bike lanes that would require removal/redesign of parking, travel lane, or median;
- Type 4: Bike lanes that would require major reconstruction of roadway (realignment, widening, new curb and gutter).

This system allows staff to consider implementation problems as part of the planning process, and avoids developing a system that must be reworked later to reflect implementation difficulties.

Preferred access routes to recreational, shopping, and employment destinations throughout each jurisdiction will be identified based on (a) existing systems, (b) directness and convenience for bicyclists and pedestrians and (c) connectivity to the surrounding residential areas and major destinations.

Transfer locations which might be upgraded with bike racks, lockers, improved signage, lighting and provisions for transporting bicycles on alternative transit modes will be

identified based on (a) existing and anticipated use and (b) probability of attracting additional bicyclists and pedestrians.

### *Support Facilities*

Primary data collection efforts will include a review of those bicycle facilities which experience the highest levels of activity, including:

- Park & Ride Facilities
- Transit Facilities
- Local Public and Private Schools
- Local Parks
- Community Centers and Libraries
- Shopping Centers
- Existing Bikeway and Trail Segments

A map and list of **Bicycle Support Facilities** will be created that inventories support facilities such as bicycle parking at major destinations as encouraged by Caltrans Bicycle Transportation Account Guidelines.

### *3.3 - Safe Routes to School Projects*

Contractor will coordinate with local Safe Routes to School projects for schools within Marin to ensure that appropriate recommendations from those plans are included in local Bicycle Plans and Updates.

	<p><b><u>Products</u></b></p> <ul style="list-style-type: none"><li>▪ Summary of field review</li><li>▪ Database of existing and proposed bikeways</li><li>▪ Evaluation of potential bikeways and support facilities</li><li>▪ Safe Routes to School projects coordination.</li></ul>
--	---

## **Task 4: Meetings, Workshops, and Presentations**

The following elements are included in this task.

### *4.1 – Form Technical Advisory Groups (for each participating entity)*

Under the direction of TAM staff, Contractor will help to form a Technical Advisory Group (TAG) for each plan. At a minimum, each TAG will consist of representatives from that local agency plus possible representatives from agencies such as Caltrans, the Bay Trail Project, National Park Service, SMART, MTC, and others. Other potential members could include stakeholder groups identified by the local jurisdiction. Contractor will meet with the TAGs on a regular or as-needed basis to review local plans, ensure good local coordination and connectivity, and help resolve technical issues.

Contractor will work with TAM staff through meetings, visitations, phone, and e-mail throughout the study process to update staff and each TAG on the project status, discuss findings, and receive input in the planning process. Contractor will be responsible for developing and mailing out meeting notices at least ten (10) days prior to the scheduled meeting, preparing agendas, minutes, and supporting visual aids such as maps and handouts to assist the discussions.

Contractor will attend up to four (4) meetings with each agency, for a total of up to **48 meetings**. It is assumed that some agencies will not participate in this process or require all of these meetings, while others (such as Unincorporated Marin) may require more than these.

#### *4.2 - Public Workshops*

The Contractor will plan, prepare, and facilitate up to a total of two (2) public workshops per agency, for a total of up to **24 workshops**. It is assumed that some agencies will not participate in this process or require all of these workshops, while others (such as Unincorporated Marin) may require more than these. Typically, the first workshop for each agency would be held early in the process to explain the process and gather local information about needs, concerns, and recommendations for pedestrian facilities throughout each sub-area of the agency. The second workshop would be to share both of the draft Plan Recommendations including design guidelines for local review and comment before they are finalized.

Contractor will prepare all visual presentations including graphics and PowerPoint-type presentations. Contractor will facilitate each meeting and record the discussions on flip charts. Contractor will prepare summary notes of public meetings for TAM. Contractor will be responsible for all meeting logistics including facilitation, sign-in, name tags, comment cards, and a written meeting summary. In order to attempt to capture everyone's comments, participants will have the opportunity to fill out comment cards at each workshop. Contractor will take extra steps to ensure high attendance and participation at the public meetings.

#### *Project Mailing List*

The goal of establishing and maintaining a project mailing list is to ensure that all interested parties are appropriately informed and updated on the purpose and progress of the Master Bicycle Plans. Contractor will work in collaboration with local agency staff to develop an inclusive and diverse mailing list of contacts incorporating all interested parties, including pedestrian advocacy groups; key stakeholders; community groups; civic groups; neighborhood associations; business and planning professionals; transportation and planning groups; environmental groups; elected officials; local, state and federal agencies; and various other public individuals.

Contractor will be responsible for development and maintenance of the mailing list throughout the duration of the project. Contractor will utilize this mailing list to identify participants for the agency meetings and to invite participants to the public meetings.

### *Project Website/On-Line Survey*

Communication materials such as a project web page are an essential tool to maintain dialogue between TAM staff, the project team, TAG members, decision-makers, stakeholders and the public regarding the status of the project. A web page provides members of the public an outlet to receive updated project information, ask questions and voice concerns at their convenience.

Contractor will prepare web-ready materials for use by each local agency, or loaded onto Contractor's website with direct links to the agency's website. The web page will provide the public and interested stakeholders updated project information and contact information. Contractor has an in-house graphic and web page designer that will design materials and web text and launch the web page, with local agency assistance. The web page will be strategically written and designed to catch the reader's attention and will include project background material, an anticipated schedule, public participation information and contact information. Contractor will include a pedestrian user survey(s) on the web site that can be completed by the public, indicating their needs and concerns.

### *Special Training Sessions*

As appropriate and directed by TAM staff, Contractor will hold training sessions for local staff (up to 2) on pedestrian and bicycle planning and design. Contractor has developed training sessions that are most appropriate for staff, organizations, and elected officials, and include extensive walking tours, visual simulations, and other techniques.

### *Public Presentations*

Contractor will make up to two (2) presentations to the TAM Board, and additional presentations as part of the 72 meetings/workshops previously discussed. Contractor

will develop a professional PowerPoint presentation to be given in Public Presentations at the direction of staff, during the draft and final draft stages of the process. The PowerPoint will be delivered on CD to TAM so it can be given to other committees and groups whenever needed.

	<p><b><u>Products</u></b></p> <ul style="list-style-type: none"> <li>▪ Preparation and management of up to 48 local meetings</li> <li>▪ Preparation and management of up to 24 local public workshops</li> <li>▪ Formulation of TAGs from each participating entity</li> <li>▪ Project mailing list</li> <li>▪ Project website and on-line survey</li> <li>▪ Local agency training sessions</li> </ul>
--	--

#### **Task 5:      Bicycle Transportation Account (BTA) Requirements**

The Caltrans Bicycle Transportation Act, Streets and Highways Code Section 891.2, and the MTC Regional Transportation Plan all require local agencies to have an adopted conforming bicycle plan in order to qualify for BTA funding. The requirements include specific items such as (a) analysis of safety, (b) historic expenditures, and (c) existing and proposed facilities.

Contractor will work with each local agency to ensure that their plan or plan update meets BTA requirements. A description of how the Contractor will help meet these requirements is presented below.

<b>BTA 891.2</b>	<b>STREETS AND HIGHWAY CODE REQUIRED PLAN ELEMENTS</b>	<b>LOCATION/EXPLANATION</b>
(a)	The estimated number of existing bicycle commuters in the plan area and the estimated increase in the number of bicycle commuters resulting from implementation of the plan.	BTA Compliance Table. An estimate will be developed for all agencies using Contractor's Bikeway Demand Model, which is based on US Census and other sources. A full description of this methodology will be included in the appendix.

(b)	A map and description of existing and proposed land use and settlement patterns which shall include, but not be limited to, locations of residential neighborhoods, schools, shopping centers, public buildings, and major employment centers.	BTA Maps and BTA Appendices. Land use maps for the County obtained from local agencies will be presented in this chapter. The BTA maps show major activity centers such as schools and parks are also shown in this chapter.
(c)	A map and description of existing and proposed bikeways.	BTA Maps. Information as provided by local agencies in map and/or tabular form.
(d)	A map and description of existing and proposed end-of-trip bicycle parking facilities. These shall include, but not be limited to, parking at schools, shopping centers, public buildings, and major employment centers.	BTA Maps and BTA Compliance Table. Local agencies will provide information on whether they have (or plan to have) bicycle parking at major activity centers, a bike parking ordinance, or a bike station.
(e)	A map and description of existing and proposed bicycle transport and parking facilities for connections with and use of other transportation modes. These shall include, but not be limited to, parking facilities at transit stops, rail and transit terminals, ferry docks and landings, park and ride lots, and provisions for transporting bicyclists and bicycles on transit or rail vehicles or ferry vessels.	BTA Compliance Table and BTA Maps. Jurisdiction served by buses with bike racks; and/or has a bicycle parking ordinance or is considering one as part of Update process.
(f)	A map and description of existing and proposed facilities for changing and storing clothes and equipment. These shall include, but not be limited to, locker, restroom, and shower facilities near bicycle parking facilities.	BTA Compliance Table and BTA Maps. Changing and storage facilities are defined as having publicly-accessible restrooms at parks, public buildings (shown on the BTA Maps); and/or has or is considering adopting a changing facility ordinance.



(g)	A description of bicycle safety and education programs conducted in the area included within the plan, efforts by the law enforcement agency having primary traffic law enforcement responsibility in the area to enforce provisions of the Vehicle Code pertaining to bicycle operation.	BTA Compliance Table. Local agencies will provide information on their programs. Contractor will collaborate with entity staff to identify locations which merit attention relative to their constraints to usage.
(h)	A description of the extent of citizen and community involvement in development of the plan.	BTA Compliance Table. Agencies that already have approved bicycle transportation plans or have are identified as 'yes', while others are planning on holding community meetings.
(i)	A description of how the bicycle transportation plan has been coordinated and is consistent with other local or regional transportation, air quality, or energy conservation plans, including, but not limited to, programs that provide incentives for bicycle commuting.	BTA Compliance Table. By participating in this countywide coordination process, which includes review by TAM, all local participating agencies will meet this requirement.
(j)	A description of the projects proposed in the plan and a listing of their priorities for implementation.	BTA Maps and BTA Appendix. Projects and priorities in list and map-form developed in collaboration with the affected entities and stakeholders. They will be provided in Bicycle Plans and Updates prepared as part of this contract and shown in the BTA Maps and appendix.
(k)	A description of past expenditures for bicycle facilities and future financial needs for projects that improve safety and convenience for bicycle commuters in the plan area.	BTA Compliance Table. Past expenditures will be based on actual or estimated costs of existing facilities in each participating city.

Contractor staff will work with each local agency on the completion of each of these BTA requirements, from bicycle usage projections to ranking and phasing plans. The BTA Maps referred to in this table are the GIS-based (or graphical maps, depending on each agency's request) that show BTA-required items. The BTA Compliance Table referred to in the table refers to a master table that provides BTA information for each

agency. These products are designed for maximum ease of use by TAM, MTC, and Caltrans staff.

### *5.1 – Preliminary Engineering*

The Contractor will provide conceptual design recommendations (using a Project Description Sheet format) for top ranked bicycle projects in each jurisdiction (up to 2 per agency, or 24 total). This format has been recognized by Caltrans. The sheets contain detailed information on each recommendation, including how the project addresses existing problems (gap closure, safety, maintenance, etc), location, width, length, classification, adjacent land uses, estimated costs, ranking, and responsibility for implementation and maintenance. Conceptual design data (that acknowledge potential ADA needs) will be included that illustrate how proposed improvements could be constructed at the designated locations.

### *5.2 - Cost Estimates*

Using the Bicycle Data Base that lists detailed information on each proposed segment length, corridor condition, and other information, Contractor will prepare cost estimates for each local agency. The costs will distinguish between land cost (if any), site preparation, planning, engineering costs, construction costs, and environmental documentation/mitigation costs (if any). Contractor will use the latest unit costs experienced by local Public Works Departments.

### *5.3 - Funding Requirements*

Contractor will identify potential matching and major funding sources, compile criteria and requirements, design this study to serve as an appendix to future funding applications, and relate anticipated schedule of funding to the prioritized list of segments. Costs of the phased improvements will be compared with funding needs, so that long term programming for local matching funds can be accomplished.

	<p><b><u>Products</u></b></p> <ul style="list-style-type: none"><li>▪ BTA Maps (GIS or Illustrator)</li><li>▪ BTA Compliance Table</li><li>▪ Usage estimates</li><li>▪ Cost estimates</li><li>▪ Preliminary engineering/Project Description Sheets</li></ul>
--	--

## **Task 6: Produce Approved Updated Bicycle Master Plan Documents**

Contractor will prepare a final Bicycle Master Plan in hard and electronic copy for each participating local agency. Administrative draft reports will be submitted to each local agency's staff for review. The Contractor will incorporate revisions and submit draft reports for approval by their board or council. Contractor will assist each agency in the completion of an environmental checklist for a Categorical Exemption or Mitigated Negative Declaration per CEQA. Contractor will make a presentation to local boards or councils as requested, out of its 72-meeting/workshop allocation, described previously.

## **Task 7: Project Management and Oversight**

Contractor will provide appropriate and experienced project management staff to work with TAM and other agencies in the County to accomplish this program. The Contractor will provide expertise in budgeting and scheduling to monitor and supervise Contractor resources.

Contractor will use a three tier QA/QC system including: (A) weekly team meetings, (B) online scheduling and management software, and (C) a full time professional editor in the completion of the project. Contractor will provide ongoing project management; prepare monthly progress reports and billing statements and maintain project files.

### **Optional Tasks:**

#### ***Translator/translation Services***

Contractor may be requested to provide Spanish (or other languages) experts to help translate at all public meetings. The translation of all notices and flyers and other materials into a variety of languages may also be requested. Expenditure of the translator or translation budget (\$5,000) requires prior approval by the TAM project manager.

#### ***Report Production***

Contractor will provide all draft and final documents to participating agencies in electronic and hard copy. One reproducible copy will be provided for each submission. Additional copies will be billed as add-on to the budget. Expenditure of the reproduction budget (\$5,000) for these additional copies requires prior approval by the TAM project manager.

**EXHIBIT B**  
**FEES AND PAYMENT SCHEDULE**

**Marin County Bicycle Master Plan Update**  
**Personnel Fee Schedule**

Contractor will be compensated per the billing rates with the total not to exceed \$115,000 over the contract performance period from October 28, 2005 to June 30, 2008.

**DIRECT LABOR COST**

Firm/Classification	Range of Rates	
Alta Planning + Design:		
Principal	\$135.00	\$170.00
Sr. Associate	\$ 85.00	\$ 95.00
Planner and Technical staff	\$ 70.00	\$ 80.00
Parisi Associates:		
Principal	\$150.00	\$160.00

**ADDITIONAL DIRECT COSTS**

Additional Direct Costs, including compensation to subconsultants, which are directly identifiable to the performance of the services of this Agreement shall be reimbursed either at a unit rate or at actual costs invoiced to CONTRACTOR, whichever is specified below. A markup of five percent (5%) to cover handling shall be applied to the total Additional Direct Costs. Costs not identified herein will not be reimbursed but will be considered to be included in Direct Labor Costs or Fee.

Additional Direct Costs will be reimbursed as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
1. Subconsultant	At invoice cost to Contractor
2. Printing, Reproduction, Delivery	At invoice cost to Contractor
3. Travel	At allowable IRS reimbursement rate (non-automobile travel to be pre-approved by the TAM Project Manager)
4. Materials and Supplies	At invoice cost to Contractor

Any subcontract entered into shall not:

1. Contain a fee applied to the Direct Labor Costs in excess of 10%.
2. Contain a total markup (total multiplier plus fee) applied to the direct salary cost in excess of 3.0.
3. Apply a markup to cover handling of additional direct costs.